

ADRIENNE C. PUBLICOVER (SBN 161432)
 WILSON, ELSE, MOSKOWITZ,
 EDELMAN & DICKER LLP
 525 Market Street, 17th Floor
 San Francisco, CA 94105
 Telephone: (415) 433-0990
 Facsimile: (415) 434-1370

Attorneys for Defendants
 LIFE INSURANCE COMPANY
 OF NORTH AMERICA,
 SONY ELECTRONICS, INC.
 LONG TERM DISABILITY PLAN and
 SONY ELECTRONICS INC. EMPLOYEE
 TERM LIFE INSURANCE COVERAGE PLAN

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN JOSE DIVISION

LESLIE INANCHY,)	Case No.: CV07-05636 JF
)	
Plaintiff,)	DEFENDANTS' ANSWER TO
)	COMPLAINT
v.)	
)	
LIFE INSURANCE COMPANY OF NORTH)	
AMERICA; SONY ELECTRONICS, INC. LONG)	
TERM DISABILITY PLAN; SONY)	Honorable Jeremy Fogel
ELECTRONICS INC. EMPLOYEE TERM LIFE)	
INSURANCE COVERAGE PLAN,)	Filing Date : November 6, 2007
)	
Defendants.)	

Defendants Life Insurance Company of North America ("LINA"), Sony Electronics, Inc. Long Term Disability Plan, and Sony Electronics Inc. Employee Term Life Insurance Coverage Plan (collectively "Defendants") hereby answer Plaintiff Leslie Inanchy's ("Plaintiff") complaint for breach of employee benefit plan and complaint for benefits ("the Complaint") as follows:

DEFENDANTS' ANSWER TO COMPLAINT

1 1. Answering the allegations in paragraph 1 of the Complaint, Defendants admit the
2 allegations in paragraph 1 of the Complaint.

3 2. Answering the allegations in paragraph 2 of the Complaint, Defendants admit that
4 the terms, conditions, limitations, and restrictions stated in the LTD Plan and the Life Plan speak
5 for themselves and must be read in their entirety. Except as so admitted, Defendants deny the
6 allegations in paragraph 2 of the Complaint.

7 3. Answering the allegations in paragraph 3 of the Complaint, Defendants admit that
8 Plaintiff was, in the past, an employee of SONY and a participant in the Plans. Defendants deny
9 that Plaintiff currently is an employee of SONY. Defendants further deny that plaintiff currently is
10 a participant in the Plans and has not been a participant in the Plans since his claim for benefits,
11 that is the subject of this matter, was denied by LINA.

12 4. Answering the allegations in paragraph 4 of the Complaint, Defendants admit that
13 Plaintiff submitted claimsfor benefits under the LTD Plan and the Life Plan (“the Claim”). Except
14 as so admitted, Defendants deny the allegations in paragraph 4 of the Complaint.

15 5. Answering the allegations in paragraph 5 of the Complaint, Defendants admit that
16 the terms, conditions, limitations, and restrictions stated in the LTD Plan and the Life Plan speak
17 for themselves and must be read in their entirety. Except as so admitted, Defendants deny the
18 allegations in paragraph 5 of the Complaint.

19 6. Answering the allegations in paragraph 6 of the Complaint, Defendants admit that
20 LINA denied benefits to Plaintiff under both Plans on the basis set forth in the documentation
21 contained in the file that pertains to the Plaintiff’s claim for benefits that is the subject of this
22 matter (“the Claim File”). Except as so admitted, Defendants deny the allegations in paragraph 6
23 of the Complaint.

24 7. Answering the allegations in paragraph 7 of the Complaint, Defendants admit that
25 Plaintiff appealed the denial of benefits to the LTD Plan and the Life Plan. Defendants further
26 admit that the Claim File contains an October 4, 2007 letter from LINA to Plaintiff. The letter

1 speaks for itself and must be read in its entirety. Except as so admitted, Defendants deny the
2 allegations in paragraph 7 of the Complaint.

3 8. Defendants deny the allegations in paragraph 8 of the Complaint.

4 **ANSWER TO FIRST CAUSE OF ACTION**

5 9. Defendants admit the allegations in the second paragraph 1 of the Complaint.

6 10. Answering the allegations in the second paragraph 2 of the Complaint, Defendants
7 are without knowledge or information sufficient to form a belief as to the truth of the allegations in
8 the second paragraph 2 of the Complaint, and on this basis, deny said allegations.

9 11. Defendants deny the allegations in the second paragraph 3 of the Complaint.

10 12. Defendants deny the allegations in the second paragraph 4 of the Complaint.

11 13. Defendants deny the allegations in paragraph 13 of the Complaint.

12 14. Defendants deny the allegations in the prayer of the Complaint.

13 **AFFIRMATIVE DEFENSES**

14 1. As a first affirmative defense, Defendants allege that Plaintiff has failed to state a
15 claim for relief against Defendants, and each of them.

16 2. As a second affirmative defense, Defendants allege that Plaintiff, under the terms of
17 the Policy and under ERISA, is required to provide proof of disability. The Administrative Record
18 in this matter, evaluated in its entirety, establishes that Plaintiff has not met this requirement.

19 3. As a third affirmative defense, Defendants deny that Plaintiff is entitled to benefits
20 under the Policy. However, in the event that Plaintiff is found to be entitled to benefits under the
21 Policy, Defendants allege that the amount owed to Plaintiff must be reduced by the amount in
22 benefits/income received by Plaintiff from those sources of income and or benefits specified in the
23 Policy. This includes, but not limited to, benefits received from Social Security, California State
24 Disability, Worker's Compensation, and or any other benefit specified in the Policy.

25 4. As a fourth affirmative defense, Defendants allege that Defendant Life Insurance of
26 North America ("LINA"), as a claims administrator, is not a proper party to this action for benefits

1 under ERISA.

2 5. As a fifth affirmative defense, Defendants allege that LINA, as the claim
3 administrator, has discretion interpret the plan terms. Accordingly, the abuse of discretion
4 standard applies in this action.

5 6. As a sixth affirmative defense, Defendants allege that in the event that Plaintiff is
6 entitled to benefits, he is only entitled to an award of back benefits. Any decision concerning his
7 entitlement to benefits in the future must be made by the Claims Administrator, not the Court.

8
9 Date: January 4, 2008

WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP

10
11 By: /s/ Adrienne C. Publicover
12 ADRIENNE C. PUBLICOVER
13 Attorneys for Defendants
14 LIFE INSURANCE COMPANY OF NORTH
15 AMERICA, SONY ELECTRONICS, INC.
16 LONG TERM DISABILITY PLAN and
17 SONY ELECTRONICS INC. EMPLOYEE
18 TERM LIFE INSURANCE COVERAGE
19 PLAN
20
21
22
23
24
25
26

CERTIFICATE OF SERVICE

Leslie Inanchy v. Life Insurance Company of North America, et al.
USDC NDCA Case #CV07-05636 JF

I am over the age of eighteen years and am not a party to the within cause. I am employed in the City and County of San Francisco, California and my business address are 525 Market Street, 17th Floor, and San Francisco, California 94105-2725.

On this date I served the following document(s):

DEFENDANTS' ANSWER TO COMPLAINT

on the part(y)(ies) identified below, through their attorneys of record, by placing true copies thereof in sealed envelopes addressed as shown below by the following means of service:

→ : **By First Class Mail** -- I caused each such envelope, with first class postage thereon fully prepaid, to be deposited in a recognized place of deposit of the U.S. Mail in San Francisco, California, for collection to the office of the addressee following ordinary business practices.

: **By Personal Service** -- I caused each such envelope to be given to a courier messenger who personally delivered each such envelope to the office of the address.

: **By Overnight Courier** -- I caused each such envelope to be given to an overnight mail service at San Francisco, California, to be hand delivered to the addressee on the next business day.

: **Facsimile** -- (Only where permitted. Must consult CCP §1012.5 and California Rules of Court 2001-2011. Also consult FRCP Rule 5(e). Not currently authorized in N.D.CA.)

Melvyn D. Silver, Esq.
Ruth Silver Taube, Esq.
LAW OFFICES OF SILVER & TAUBE
23580 Mt. Charlie Road
Los Gatos, CA 95033
Tel: (408) 353-1868
Fax: (408) 353-2328

Attorneys for Plaintiff

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

EXECUTED on **January 4, 2008**, at San Francisco, California.



Nancy Li